

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

BARRY LYGA, an individual,  
  
Plaintiff,  
  
vs.

Case No. 2:22-cv-06814-FLA-AGR  
**STIPULATED PROTECTIVE  
ORDER**

WARNER BROS. TELEVISION, a  
division of WB STUDIO ENTERPRISES  
INC., a Delaware corporation; WARNER  
MEDIA DIRECT LLC, a Delaware  
limited liability company; FOX  
BROADCASTING COMPANY, a  
Delaware corporation; GREG  
BERLANTI, an individual; BCR & CO.  
dba BERLANTI PRODUCTIONS, a  
California corporation; CHRIS FEDAK,  
an individual; VHPT! CO., a California  
corporation; SAM SKLAVER, an  
individual; SKLAVERWORTH INC., a  
California corporation; SARAH  
SCHECTER, an individual; and DOES 1  
through 100, inclusive,  
  
Defendants.

1 Plaintiff Barry Lyga, on the one hand, and defendants Warner Bros.  
2 Television, a division of WB Studio Enterprises Inc., WarnerMedia Direct, LLC,  
3 Fox Broadcasting Company, LLC, Greg Berlanti, BCR & Co., Chris Fedak, VHPT!  
4 Co., Sam Sklaver, Sklaverworth Inc., and Sarah Schechter (collectively,  
5 “Defendants”), on the other hand, agree that pursuant to Rule 26(c) of the Federal  
6 Rules of Civil Procedure, this Protective Order is needed to prevent the unnecessary  
7 disclosure or dissemination of confidential, proprietary or trade secret information.

8 IT IS HEREBY STIPULATED AND AGREED by and between the parties,  
9 through their undersigned counsel, as follows:

10 1. PURPOSES AND LIMITATIONS

11 Discovery in this action is likely to involve production of confidential,  
12 proprietary, or private information for which special protection from public  
13 disclosure and from use for any purpose other than prosecuting this litigation may  
14 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
15 enter the following Stipulated Protective Order. The parties acknowledge that this  
16 Order does not confer blanket protections on all disclosures or responses to  
17 discovery and that the protection it affords from public disclosure and use extends  
18 only to the limited information or items that are entitled to confidential treatment  
19 under the applicable legal principles. The parties further acknowledge, as set forth  
20 in Section 13.3, below, that this Stipulated Protective Order does not entitle them to  
21 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
22 procedures that must be followed and the standards that will be applied when a  
23 party seeks permission from the court to file material under seal.

24 2. GOOD CAUSE STATEMENT

25 This action is likely to involve commercial, financial, proprietary, creative  
26 content, and other confidential information and/or for which special protection from  
27 public disclosure and from use for any purpose other than prosecution of this action  
28 is warranted. Such confidential and proprietary materials and information consist

1 of, among other things, confidential business or financial information, information  
2 regarding confidential business practices, or other confidential research, creative  
3 material, development, or commercial information (including information  
4 implicating privacy rights of third parties), information otherwise generally  
5 unavailable to the public, or which may be privileged or otherwise protected from  
6 disclosure under state or federal statutes, court rules, case decisions, or common  
7 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
8 resolution of disputes over confidentiality of discovery materials, to adequately  
9 protect information the parties are entitled to keep confidential, to ensure that the  
10 parties are permitted reasonable necessary uses of such material in preparation for  
11 and in the conduct of trial, to address their handling at the end of the litigation, and  
12 serve the ends of justice, a protective order for such information is justified in this  
13 matter. It is the intent of the parties that information will not be designated as  
14 confidential for tactical reasons and that nothing be so designated without a good  
15 faith belief that it has been maintained in a confidential, non-public manner, and  
16 there is good cause why it should not be part of the public record of this case.

17 3. DEFINITIONS

18 3.1 Action: The instant action: *Lyga v. Warner Bros. Television, a division*  
19 *of WB Studio Enterprises Inc. et al.*, Case No. 2:22-cv-06814-FLA-AGR.

20 3.2 Challenging Party: a Party or Non-Party that challenges the designation  
21 of information or items under this Order.

22 3.3 “CONFIDENTIAL” Information or Items: information (regardless of  
23 how it is generated, stored, or maintained) or tangible things that qualify for  
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
25 the Good Cause Statement.

26 3.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
27 Information or Items: extremely sensitive “CONFIDENTIAL” Information or  
28 Items, the disclosure of which to another Party or Non-Party would create a

1 substantial risk of serious harm that could not be avoided by less restrictive means.

2 3.5 Counsel: Outside Counsel of Record and House Counsel (as well as

3 their support staff).

4 3.6 Designating Party: a Party or Non-Party that designates information or

5 items that it produces in disclosures or in responses to discovery as

6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

7 ONLY.”

8 3.7 Disclosure or Discovery Material: all items or information, regardless

9 of the medium or manner in which it is generated, stored, or maintained (including,

10 among other things, testimony, transcripts, and tangible things), that are produced

11 or generated in disclosures or responses to discovery in this matter.

12 3.8 Expert: a person with specialized knowledge or experience in a matter

13 pertinent to the litigation who has been retained by a Party or its counsel to serve as

14 an expert witness or as a consultant in this Action.

15 3.9 House Counsel: attorneys who are employees of a party to this Action.

16 House Counsel does not include Outside Counsel of Record or any other outside

17 counsel.

18 3.10 Non-Party: any natural person, partnership, corporation, association, or

19 other legal entity not named as a Party to this action.

20 3.11 Outside Counsel of Record: attorneys who are not employees of a party

21 to this Action but are retained to represent or advise a party to this Action and have

22 appeared in this Action on behalf of that party or are affiliated with a law firm

23 which has appeared on behalf of that party, and includes support staff.

24 3.12 Party: any party to this Action, including all of its officers, directors,

25 employees, consultants, retained experts, and Outside Counsel of Record (and their

26 support staffs).

27 3.13 Producing Party: a Party or Non-Party that produces Disclosure or

28 Discovery Material in this Action.

1           3.14 Professional Vendors: persons or entities that provide litigation support  
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           3.15 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY.”

8           3.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
9 from a Producing Party.

10           4.     SCOPE

11           The protections conferred by this Stipulation and Order cover not only  
12 Protected Material (as defined above), but also (1) any information copied or  
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
14 compilations of Protected Material; and (3) any testimony, conversations, or  
15 presentations by Parties or their Counsel that might reveal Protected Material.

16           Any use of Protected Material at trial shall be governed by the orders of the  
17 trial judge. This Order does not govern the use of Protected Material at trial.

18           5.     DURATION

19           Even after final disposition of this litigation, the confidentiality obligations  
20 imposed by this Order shall remain in effect until a Designating Party agrees  
21 otherwise in writing or a court order otherwise directs. Final disposition shall be  
22 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
23 with or without prejudice; and (2) final judgment herein after the completion and  
24 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
25 including the time limits for filing any motions or applications for extension of time  
26 pursuant to applicable law.

27           6.     DESIGNATING PROTECTED MATERIAL  
28

6.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

6.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of Section 6.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper, or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must

1 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
2 margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
8 documents, it wants copied and produced, the Producing Party must determine  
9 which documents, or portions thereof, qualify for protection under this Order.  
10 Then, before producing the specified documents, the Producing Party must affix the  
11 “CONFIDENTIAL”, or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY” legend to each page that contains Protected Material. If only a portion or  
13 portions of the material on a page qualifies for protection, the Producing Party also  
14 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
15 in the margins).

16 (b) for testimony given in depositions that the Disclosing Party identify the  
17 Disclosure or Discovery Material within fourteen days after the date of the  
18 deposition, or by another date as otherwise agreed to in writing by counsel for the  
19 parties.

20 (c) for information produced in some form other than documentary and for  
21 any other tangible items, that the Producing Party affix in a prominent place on the  
22 exterior of the container or containers in which the information is stored the legend  
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
24 ONLY.” If only a portion or portions of the information warrants protection, the  
25 Producing Party, to the extent practicable, shall identify the protected portion(s).

26 6.3 Inadvertent Failures to Designate. If the inadvertent failure to designate  
27 is timely raised relative to when it is discovered, an inadvertent failure to designate  
28 qualified information or items does not, standing alone, waive the Designating



1 Party's right to secure protection under this Order for such material. Upon timely  
2 correction of a designation relative to when the Designating Party discovers the  
3 inadvertent failure to designate, the Receiving Party must make reasonable efforts  
4 to assure that the material is treated in accordance with the provisions of this Order.

5 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 7.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order.

9 7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37-1 et seq.

11 7.3 The burden of persuasion in any such challenge proceeding shall be on  
12 the Designating Party. Frivolous challenges, and those made for an improper  
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
14 parties) may expose the Challenging Party to sanctions. Unless the Designating  
15 Party has waived or withdrawn the confidentiality designation, all parties shall  
16 continue to afford the material in question the level of protection to which it is  
17 entitled under the Producing Party's designation until the Court rules on the  
18 challenge.

19 8. ACCESS TO AND USE OF PROTECTED MATERIAL

20 8.1 Basic Principles. A Receiving Party may use Protected Material that is  
21 disclosed or produced by another Party or by a Non-Party in connection with this  
22 Action only for prosecuting, defending, or attempting to settle this Action. Such  
23 Protected Material may be disclosed only to the categories of persons and under the  
24 conditions described in this Order. When the Action has been terminated, a  
25 Receiving Party must comply with the provisions of Section 13 below.

26 Protected Material must be stored and maintained by a Receiving Party at a  
27 location and in a secure manner that ensures that access is limited to the persons  
28 authorized under this Order.



1           8.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated

4 “CONFIDENTIAL” only to:

5           (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
6 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
7 to disclose the information for this Action;

8           (b) the officers, directors, and employees (including House Counsel) of the  
9 Receiving Party to whom disclosure is reasonably necessary for this Action;

10          (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13          (d) the court and its personnel;

14          (e) court reporters and their staff;

15          (f) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18          (g) the author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the information;

20          (h) during their depositions, witnesses, and attorneys for witnesses, in the  
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
22 party requests that the witness sign the “Acknowledgment and Agreement to Be  
23 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential  
24 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
25 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
26 court. Pages of transcribed deposition testimony or exhibits to depositions that  
27 reveal Protected Material may be separately bound by the court reporter and may  
28 not be disclosed to anyone except as permitted under this Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
5 in writing by the Designating Party, a Receiving Party may disclose any  
6 information or item designated “HIGHLY CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
8 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
9 to disclose the information for this Action;

10 (b) House Counsel of the Receiving Party (and administrative employees of  
11 said House Counsel to whom it is reasonably necessary to disclose the information  
12 for this Action);

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) private court reporters and their staff to whom disclosure is reasonably  
18 necessary for this Action and who have signed the “Acknowledgment and  
19 Agreement to Be Bound” (Exhibit A);

20 (f) the author or recipient of a document containing the information or a  
21 custodian or other person who otherwise possessed or knew the information; and

22 (g) any mediator or settlement officer, and their supporting personnel,  
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
25 PRODUCED IN OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation  
27 that compels disclosure of any information or items designated in this Action as  
28

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification shall  
4 include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order to  
6 issue in the other litigation that some or all of the material covered by the subpoena  
7 or order is subject to this Protective Order. Such notification shall include a copy of  
8 this Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be pursued  
10 by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with  
12 the subpoena or court order shall not produce any information designated in this  
13 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
14 EYES ONLY” before a determination by the court from which the subpoena or  
15 order issued, unless the Party has obtained the Designating Party’s permission. The  
16 Designating Party shall bear the burden and expense of seeking protection in that  
17 court of its confidential material and nothing in these provisions should be  
18 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
19 a lawful directive from another court.

20 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
21 PRODUCED IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a Non-  
23 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
25 Non-Parties in connection with this litigation is protected by the remedies and relief  
26 provided by this Order. Nothing in these provisions should be construed as  
27 prohibiting a Non-Party from seeking additional protections.  
28

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If a Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d)

1 request such person or persons to execute the “Acknowledgment and Agreement to  
2 Be Bound” (Exhibit A).

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
4 OTHERWISE PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other  
7 protection, the obligations of the Receiving Parties are those set forth in Federal  
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
9 whatever procedure may be established in an e-discovery order that provides for  
10 production without prior privilege review. Pursuant to Federal Rule of Evidence  
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
12 of a communication or information covered by the attorney-client privilege or work  
13 product protection, the parties may incorporate their agreement into this Protective  
14 Order submitted to the court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in this  
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
22 ground to use in evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
25 may only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party’s request to file Protected Material  
27 under seal is denied by the court, then the Receiving Party may file the information  
28 in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in Section 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

1 DATED: May 29, 2024

DAVIS WRIGHT TREMAINE LLP  
NICOLAS A. JAMPOL  
CYDNEY SWOFFORD FREEMAN  
ADRIAN F. VALLENS  
ALEXANDRA PEREZ CADENA

4 By: /s/ Adrian F. Vallens  
Adrian F. Vallens

6 Attorneys for Defendants  
WARNER BROS. TELEVISION, a  
7 division of WB STUDIO  
ENTERPRISES INC.;  
8 WARNERMEDIA DIRECT, LLC; FOX  
BROADCASTING COMPANY, LLC;  
9 GREG BERLANTI; BCR & CO.;  
CHRIS FEDAK; VHPT! CO.; SAM  
10 SKLAVER; SKLAVERWORTH INC.;  
and SARAH SCHECHTER

11  
12 DATED: May 29, 2024

LPL LAWYERS

13 By: /s/ Gi Nam Lee  
Gi Nam Lee

14  
15 Attorney for Plaintiff  
BARRY LYGA

16  
17 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other  
18 signatories listed, and on whose behalf this filing is submitted, concur in the filing's  
19 content and have authorized the filing.

20  
21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22 DATED:

23 Honorable Alicia G. Rosenberg  
United States Magistrate Judge



EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Protective Order that was issued by the  
United States District Court for the Central District of California on  
\_\_\_\_\_ in the case of *Lyga v. Warner Bros. Television, a*  
*division of WB Studio Enterprises Inc. et al.*, Case No. 2:22-cv-06814-FLA-AGR. I  
agree to comply with and to be bound by all the terms of this Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Protective Order, even if such enforcement proceedings occur after termination of  
this action. I hereby appoint \_\_\_\_\_ [print or type full  
name] of \_\_\_\_\_ [print or type full address  
and telephone number] as my California agent for service of process in connection  
with this action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_